

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 06-14-65862, 06-14-65863

HUD# 07-14-0457-8, #07-14-0451-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

SOLOMON ARAGON

511 North Clay Street

West Liberty, IA 52776

LOIS ARAGON

511 North Clay Street

West Liberty, IA 52776

COMPLAINANTS

JUANITA REYES

1100 North Walnut Street

West Liberty, IA 52776

JUANITA K. GARCIA

1100 North Walnut Street

West Liberty, IA 52776

AND

IOWA CIVIL RIGHTS COMMISSION

Grimes State Office Building

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainants allege Respondents discriminated against them by failing to permit reasonable modification by refusing to allow a wheelchair ramp, and that their tenancy was terminated and their security deposit was not refunded because of Complainant Reyes' disability and Complainant Garcia's familial status, and these actions resulted in different terms and conditions of rental. Respondents deny having discriminated against Complainants, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own and manage the subject property located at 503 North Calhoun Street, West Liberty, IA 52776.

A complaint having been filed by Complainants against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgement of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing

under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge that the Federal Fair Housing Act makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. 42 U.S.C. § 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(b).

Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainants that any claims asserted in their complaints are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

6. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

7. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

9. Respondents hereby waive, release, and covenant not to sue Complainants with respect to any matters which were, or might have been alleged in respect to Complainants' tenancy at the subject property, including agreement to not seek any monies from Complainants for any rent owed or any property damage sustained as a result of Complainants' tenancy at Respondents' rental property.

Public Interest

10. Respondents agree, in the event they need to advertise a vacancy at the subject property within one year of the date of the closure of this complaint, that they will include the Fair Housing logo in such advertising, whether in newspapers where the advertisement is more than two square inches, in

pamphlets, brochures, and other promotional literature, and on any internet website. Respondents agree to send documentation of such advertisement to the Commission, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of such advertising.

Relief for Complainant

11. Respondents agree to pay Complainants the sum of Four Hundred Dollars (\$400.00), less no deductions. Respondents agree to send the check to Complainants at the above address within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a copy of the check to the Commission, to the attention of to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of Respondents' receipt of a Closing Letter from the Commission.

Signatures on Following Page

_____	_____
Solomon Aragon, RESPONDENT	Date

_____	_____
Lois Aragon, RESPONDENT	Date

Juanita Reyes, COMPLAINANT

Date

Juanita K. Garcia, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION